

SERENA M. WARNER, ESQ., SB No. 264799

Email: [swarner@akk-law.com](mailto:swarner@akk-law.com)

JACOB J. GRAHAM, ESQ., SB No. 340295

Email: [jgraham@akk-law.com](mailto:jgraham@akk-law.com)

**ANGELO, KILDAY & KILDUFF, LLP**

Attorneys at Law

601 University Avenue, Suite 150

Sacramento, CA 95825

Telephone: (916) 564-6100

Telecopier: (916) 564-6263

Attorneys for Defendants COUNTY OF LASSEN and RICHARD EGAN

**UNITED STATES DISTRICT COURT**

**EASTERN DISTRICT OF CALIFORNIA**

TIMOTHY MCDOWELL,

Plaintiff,

vs.

COUNTY OF LASSEN, et al.,

Defendants.

) Case No.: 2:23-cv-01007-DJC-DMC

) **STIPULATED PROTECTIVE ORDER**

WHEREAS, Plaintiff TIMOTHY MCDOWELL seeks documents that contain information by and about current and former employees of Defendant COUNTY OF LASSEN (“Defendant”) regarding their private personnel matters, collectively referred to as “THE PARTIES”

WHEREAS, DEFENDANT agrees that some documentation containing current and former employee personnel information is sufficiently relevant to this litigation to warrant production, subject to the confidentiality limitations outlined in this stipulated protective order;

WHEREAS, PLAINTIFF agrees that some documentation containing his private medical information is sufficiently relevant to this litigation to warrant production, subject to the confidentiality limitations outlined in this stipulated protective order;

WHEREAS, the PARTIES do not intend this protective order to be an agreement to

1 produce all documents containing private personnel or medical information requested by another  
2 party, but rather each Party will assess each such request on a case by case basis.

3 THE PARTIES THROUGH THEIR RESPECTIVE COUNSEL HEREBY STIPULATE:

4 1. That by agreeing confidential documents may be produced, parties do not waive  
5 objections as to attorney-client privilege, attorney work-product, and other privileges which may  
6 apply, and do not waive the privacy rights of any third parties;

7 2. THE PARTIES will designate the documents subject to this stipulation as  
8 “confidential.” The failure to designate other documents as confidential which should be  
9 confidential by inadvertence does not prejudice a party’s right to later designate a particular  
10 document as such, specifically including documents that were produced prior to entering into this  
11 agreement;

12 3. Except as stated below, the parties will not disclose the confidential documents, or  
13 information contained in the documents subject to this stipulation to anyone but counsel;  
14 employees of counsel; experts or consultants; vendors or photocopying services (and their  
15 employees); the Court, the jury, personnel and court reporters; a mediator or other retained neutral;  
16 or in the context of a deposition of a witness in this case.

17 4. The documents may be used in trial but reasonable efforts to preserve  
18 confidentiality shall be taken, including in documents submitted to the Court;

19 5. Parties agree that the documents produced in this litigation subject to this  
20 stipulation are not to be disclosed or used for any purpose outside of the instant litigation;

21 6. Nothing contained in this protective order shall preclude any party from seeking or  
22 obtaining, upon an appropriate showing, additional protection with respect to any document,  
23 information or other discovery material;

24 7. Notwithstanding anything to the contrary, any party may challenge the confidential  
25 designation or bring before the Court at any time the question of whether any particular document  
26 is confidential or whether its use should be restricted; the burden of proof shall be on the party  
27 seeking the confidential designation;

28 8. Nothing herein shall impose any restrictions on the use or disclosure of material

1 obtained independent of discovery in this action, whether or not such material is also obtained  
2 through discovery in this action. This applies, but is not limited to, information disseminated or  
3 obtained pursuant to the California Public Records Act (Cal. Gov. Code § 6250 et seq.);

4 9. This protective order shall remain in effect for the duration of this action unless  
5 terminated by a written stipulation or by Court order. Insofar as they restrict the disclosure,  
6 treatment, or use of the information subject to a protective order, the provisions of this protective  
7 order shall continue to be binding after the termination of this action, unless the Court orders  
8 otherwise;

9 10. Within 60 days of the conclusion of the litigation, all documents subject to this  
10 stipulation and any copies of documents identified as “confidential” in the possession of the  
11 PARTIES will be destroyed; except that counsel may retain an archival copy;

12 11. After the termination of this action, the Court shall retain jurisdiction to resolve any  
13 dispute concerning the use or disclosure of the documents produced pursuant to this protective  
14 order.

15  
16 Dated: January 31, 2025

ANGELO, KILDAY & KILDUFF, LLP

17 */s/ Jacob J. Graham*

18 By: \_\_\_\_\_  
19 SERENA M. WARNER  
20 JACOB J. GRAHAM  
21 Attorneys for Defendants COUNTY OF  
22 LASSEN and RICHARD EGAN

23  
24 Dated: January 31, 2025

ASBILL LAW GROUP, APLC

25 */s/ Natalia D. Asbill*  
26 *(as authorized on 1.31.25)*

27 By: \_\_\_\_\_  
28 NATALIA D. ASBILL  
Attorneys for Plaintiff TIMOTHY  
MCDOWELL

**ORDER**

GOOD CAUSE APPEARING, the Court hereby approves this Stipulated Protective Order.  
IT IS SO ORDERED.

Dated: February 5, 2025



DENNIS M. COTA  
UNITED STATES MAGISTRATE JUDGE

**EXHIBIT A**

**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full address], declare under penalty of  
perjury that I have read in its entirety and understand the Stipulated Protective Order that was  
issued by the United States District Court, Eastern District on \_\_\_\_\_ [date] in the case  
of *McDowell v. County of Lassen, et al.*, No. 2:23-cv-01007-DJC-DMC. I agree to comply  
with and to be bound by all the terms of this Stipulated Protective Order and I understand and  
acknowledge that failure to so comply could expose me to sanctions and punishment in the nature  
of contempt. I solemnly promise that I will not disclose in any manner any information or item  
that is subject to this Stipulated Protective Order to any person or entity except in strict compliance  
with the provisions of this Order.

I further agree to submit to the jurisdiction of the Superior Court of California, County of  
Sacramento for the purpose of enforcing the terms of this Stipulated Protective Order, even if such  
enforcement proceedings occur after termination of this action.

I hereby appoint \_\_\_\_\_ [print or type full name] of  
\_\_\_\_\_ [print or type full address and telephone  
number] as my California agent for service of process in connection with this action or any  
proceedings related to enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where  
sworn and signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_